

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 076-114-056

OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT
TO THE COUNTY OF SAN LUIS OBISPO

THIS OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT
TO THE COUNTY OF SAN LUIS OBISPO (hereafter referred to as the "Agreement") is
made and entered into on _____, 20____, by and between ROGER
A. KEECH AND GLORIA R. KEECH, TRUSTEES OF THE KEECH REVOCABLE
FAMILY TRUST DATED APRIL 20, 1998, MARY ALICE MCDONALD, TRUSTEE OF
THE MARY ALICE MCDONALD TRUST, CRAIG M. MCDONALD, TRUSTEE OF THE
CRAIG M. MCDONALD REVOCABLE TRUST ESTABLISHED JANUARY 30, 2013,
JOHN PETER DEVINCENZO III (an individual), ANDRA DEVINCENZO (an individual),
and MARY ALICE MCDONALD, KATHERINE ANNE KELLY, and JOHN PETER
DEVINCENZO III, EXECUTORS OF THE ESTATE OF JOHN P. DEVINCENZO, JR.,
hereinafter collectively referred to as "Owner," and the COUNTY OF SAN LUIS
OBISPO, a political subdivision of the State of California, hereinafter referred to as
"County."

ck. title rpt. / Tract 2638
Revised September 4, 2013

RECITALS:

A. Owner is the record owner of certain real property (hereinafter referred to as the "Owner's Property") located in the unincorporated area of the County of San Luis Obispo, State of California, which is more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full.

B. As a condition of approval of a conditional use permit authorizing a cluster division of real property (SUB2005-00110) and as a condition precedent to the approval of a final subdivision map for Tract 2638 by County for Owner's Property, Owner is required to enter into an agreement with the County, on behalf of Owner and Owner's successors in interest, whereby the Owner grants an open-space easement to the County for the benefit of the public, including for the benefit of the lots being created in said subdivision.

C. Owner intends that the restrictions contained in this Agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full.

D. Execution of this Agreement by Owner and County, and the subsequent performance of its obligations by Owner and Owner's successors in interest, will satisfy the requirement for dedication of an open-space easement imposed by the County's general plan and land use regulations and made a condition of approval of the conditional use permit and the tentative subdivision map referred to above.

E. The Subject Property has certain natural scenic beauty and existing openness, and both Owner and County desire to preserve and conserve for the public

benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner.

F. Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed.

G. Both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this Agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422.

H. Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant Of Open-Space Easement. Owner hereby grants to County, for the term specified in Paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified

in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of Owner, Owner's successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions On Use Of The Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and Owner's successors in interest and the acts which Owner and Owner's successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property except for structures lawfully existing as of the date of this Agreement, and except as otherwise authorized by the approved conditional use permit and subdivision map referred to above.

(b) No advertising of any kind or nature shall be located on or within the Subject Property; provided, however, directional or use limitation signs shall not be restricted if they are approved by the Director of Planning and Building.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except for crop production, range land grasses, natural or ornamental landscaping, and as may be authorized by the approved Tree Protection and Restoration Plan or Manzanita Replanting Plan, and as otherwise authorized by the approved conditional use permit and subdivision map referred to above, and as necessary for erosion control.

(d) Except for the construction, alteration, relocation, and maintenance of public roads, private access roads, or driveways, if any, as shown on the approved conditional use permit or final subdivision map referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Subject Property which will or does materially alter the landscape or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural use of the Subject Property and fire protection, thinning, elimination of diseased growth, and similar protective measures (including those set forth in the approved Tree Protection and Restoration Plan or Manzanita Replanting Plan).

(h) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property.

(i) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this Agreement.

(j) Except for a resubdivision involving all of this Tract, no land division of the Subject Property shall occur or be applied for by Owner or Owner's successors in

interest, nor shall Owner or Owner's successors in interest otherwise convey (other than under threat of condemnation) a portion of the Subject Property less than the whole to one or more parties or convey the Subject Property to two or more parties each of whom acquire title to less than the whole of the Subject Property. Any such conveyance or transfer of the Subject Property or a portion thereof by Owner or Owner's successors in interest shall be considered null and void.

3. Reservations Of Use By Owner. Notwithstanding the provisions of Paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to maintain all existing private roads, trails, and structures lawfully erected and maintained upon the Subject Property.

(b) The right to construct, develop, and maintain all roads, utilities, structures and other improvements authorized by the approved conditional use permit and subdivision map referred to above, and any amendments or modifications thereto which may be approved by the County.

(c) The right to construct agricultural accessory buildings and undertake any of those uses (including agricultural cultivation) permitted by Section 22.22.140 of the San Luis Obispo County Code.

4. Compliance With County Regulations. Land uses permitted or reserved to Owner in this Agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

5. Construction Of Improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however,

nothing contained in this Agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No Authorization For Public Trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this Agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public, including the lots being created in the above subdivision.

7. Effect On Prior Easements. Nothing contained in this Agreement shall limit or affect any easements that are of record or recorded on the final tract map and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

8. Duration Of Easement. The grant of easement to the County contained in this Agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974. Provided, however, no easement shall be abandoned or otherwise terminated without first

obtaining approval of an amendment to Conditional Use Permit SUB2005-00110 authorizing such abandonment or termination.

9. Enforceable Restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding On Successors In Interest. This Agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by the Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this Agreement.

11. Effect Of Waiver. County's waiver of the breach of any one term, covenant, or provision of this Agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this Agreement or of the breach of any other term, covenant, or provision of this Agreement.

12. Judicial Enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law Governing And Venue. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such

County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

14. Enforceability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

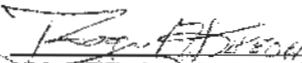
15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to the County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, Room 300, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: c/o John P. DeVincenzo Trust, 2899 Gopher Glenn Way, San Luis Obispo, California 93405.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement To Be Recorded. Owner and County intend and consent to the recordation of this Agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this Agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER



ROGER A. KEECH, TRUSTEE OF THE
KEECH REVOCABLE FAMILY TRUST
DATED APRIL 20, 1998



GLORIA R. KEECH, TRUSTEE OF THE
KEECH REVOCABLE FAMILY TRUST
DATED APRIL 20, 1998

MARY ALICE MCDONALD, TRUSTEE OF
THE MARY ALICE MCDONALD TRUST

CRAIG M. MCDONALD, TRUSTEE OF THE
CRAIG M. MCDONALD REVOCABLE TRUST
ESTABLISHED JANUARY 30, 2011

JOHN PETER DEVINCENZO III

ANDRA DEVINCENZO

MARY ALICE MCDONALD, CO-EXECUTOR
OF THE ESTATE OF JOHN P. DEVINCENZO,
JR.

KATHERINE ANNE KELLY, CO-EXECUTOR
OF THE ESTATE OF JOHN P. DEVINCENZO,
JR.

JOHN PETER DEVINCENZO III,
CO-EXECUTOR OF THE ESTATE OF JOHN
P. DEVINCENZO, JR.

OWNER

ROGER A. KEECH, TRUSTEE OF THE
KEECH REVOCABLE FAMILY TRUST
DATED APRIL 20, 1998

GLORIA R. KEECH, TRUSTEE OF THE
KEECH REVOCABLE FAMILY TRUST
DATED APRIL 20, 1998

Mary Alice McDonald - trustee

MARY ALICE MCDONALD, TRUSTEE OF
THE MARY ALICE MCDONALD TRUST

Craig M. McDonald - Trustee

CRAIG M. MCDONALD, TRUSTEE OF THE
CRAIG M. MCDONALD REVOCABLE TRUST
ESTABLISHED JANUARY 30, 2011

JOHN PETER DEVINCENZO III

ANDRA DEVINCENZO

Mary Alice McDonald - co-executor

MARY ALICE MCDONALD, CO-EXECUTOR
OF THE ESTATE OF JOHN P. DEVINCENZO,
JR.

Anne Kelly co-executor

KATHERINE ANNE KELLY, CO-EXECUTOR
OF THE ESTATE OF JOHN P. DEVINCENZO,
JR.

JOHN PETER DEVINCENZO III,
CO-EXECUTOR OF THE ESTATE OF JOHN
P. DEVINCENZO, JR.


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DATED APRIL 20, 1998

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CRAIG M. MCDONALD, TRUSTEE OF THE
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ESTABLISHED JANUARY 30, 2011

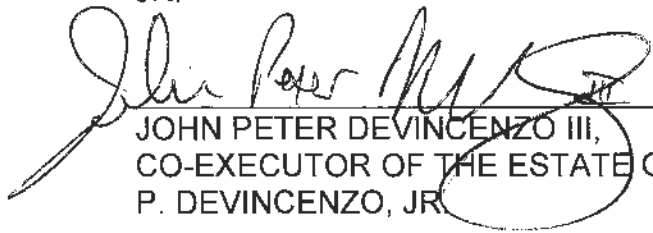


JOHN PETER DEVINCENZO III

ANDRA DEVINCENZO

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OF THE ESTATE OF JOHN P. DEVINCENZO,
JR.

KATHERINE ANNE KELLY, CO-EXECUTOR
OF THE ESTATE OF JOHN P. DEVINCENZO,
JR.



JOHN PETER DEVINCENZO III,
CO-EXECUTOR OF THE ESTATE OF JOHN
P. DEVINCENZO, JR.

OWNER

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DATED APRIL 20, 1998

GLORIA R. KEECH, TRUSTEE OF THE
KEECH REVOCABLE FAMILY TRUST
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THE MARY ALICE MCDONALD TRUST

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OF THE ESTATE OF JOHN P. DEVINCENZO,
JR.

KATHERINE ANNE KELLY, CO-EXECUTOR
OF THE ESTATE OF JOHN P. DEVINCENZO,
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JOHN PETER DEVINCENZO III,
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COUNTY OF SAN LUIS OBISPO

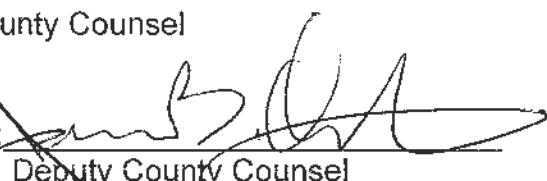
By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: May 28, 2014

[NOTE: This Open-Space Agreement will be recorded. All signatures to this Agreement must be acknowledged by a notary.]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: _____
Deputy County Clerk-Recorder

[SEAL]

State of California)
County of San Luis Obispo) ss

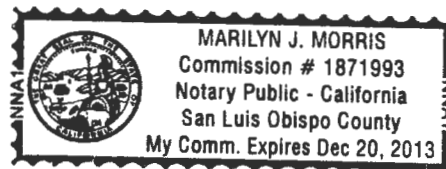
On 9-18-13, before me, MARILYN J. MORRIS, Notary Public, personally appeared GLORIA R. KEECH and ROGER ALLEN KEECH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marilyn J. Morris
Signature of Notary Public

(Notary Seal)



Acknowledgment

State of California

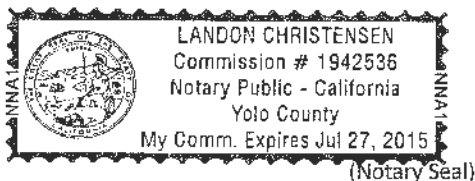
County of Yolo

On September 16, 2013, before me, Landon Christensen, Notary Public, personally appeared Mary Alice McDonald, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Acknowledgment

State of California

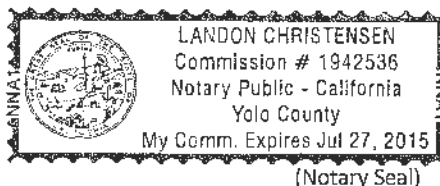
County of Yolo

On September 16, 2013, before me, Landon Christensen, Notary Public, personally appeared Katherine Anne Kelly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Acknowledgment

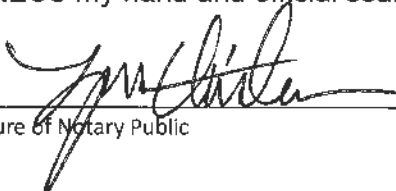
State of California

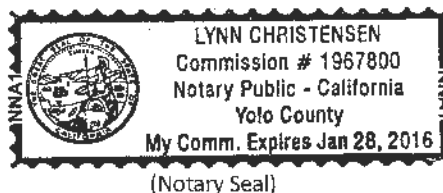
County of YOLO

On SEPTEMBER 17, 2013, before me, LYNN CHRISTENSEN, Notary Public, personally appeared CRAIG M. McDONALD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Acknowledgment

State of California

County of _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

Acknowledgment

State of ~~California~~ Tennessee

County of Shelby

On Sept 20, 2013, before me, Terrie Swearingen, Notary Public, personally appeared John Peter DeVincento III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Terrie Swearingen
Signature of Notary Public

My Commission Expires
1/28/2015

My Commission Expires
1/28/2015



Acknowledgment

State of ~~California~~ Tennessee

County of Shelby

On 9-27-13, before me, Cristy S. Boothe, Notary Public, personally appeared Andra DeVincento, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cristy A. Boothe
Signature of Notary Public
Comm Expires
1/24/17

(Notary Seal)



EXHIBIT A

All of Tract 2638 as shown on a map recorded in Book _____, Pages _____
through _____ inclusive of Maps, in the office of the County Recorder of the County
of San Luis Obispo, State of California.

EXHIBIT B

Lot 8 of Tract 2638 as shown on a map recorded in Book _____, Pages _____ through _____ inclusive of Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California.